

CITY OF KNOXVILLE

INVITATION TO BID

ADVERTISEMENT FOR BIDS

Project: Knoxville Fire Station #03 Reroof & Fascia Repair

Sealed bids, invited by the City of Knoxville, will be received by the Purchasing Agent of the City of Knoxville, acting for the Mayor, in Room 667-674, City County Building, 400 Main Avenue, Knoxville, Tennessee, until 11:00:00 a.m. on January 25, 2016, at which time they will be opened and publicly read aloud and the Contract awarded as soon thereafter as practicable for the Knoxville Fire Station #03 - Reroof & Fascia Repair.

The work will consist of removal and replacement of the existing shingle roof, repair of damaged roof sheathing; and installation of metal fascia and other work as necessary to complete the project as directed by the Architect. Specifications and bid sheets, Information for Bidders, Form of Bid, Form of Contract, Plans, Specifications, and forms of Bid Bond, Performance Bond, Payment Bond and other Contract documents may be obtained or examined at the following:

Benefield Richters Co., Inc
516 Union Avenue
Knoxville, Tennessee 37902
865.637.7009

Drawings, Specifications, and other Contract Documents may be examined at the Knoxville Builders Exchange - 300 Clark Street, NW; Knoxville, TN 37921; Urban League - 1514 E. Fifth Avenue; Knoxville, TN 37917; Black Contractors Association – 1828 McCalla Ave., Suite B, Knoxville, TN 37915; in the Office of the Purchasing Agent, City of Knoxville, Room 667-674, City/County Building, 400 Main Street, Knoxville, TN 37902; and can be reviewed online at the iSqFt website @ www.isqft.com.

Hard copies of the Documents may be obtained from the Architect, Benefield Richters, upon payment of printing costs. Electronic .pdf version of the Documents may be obtained at no cost.

Each bid exceeding \$100,000 must be accompanied by a Bidder's Bond equal to 5% of the bid price and executed by the Bidder and Surety Company authorized to transact business in the State of Tennessee or by a cashier's or certified check on a duly authorized bank made payable to the City of Knoxville, Tennessee, in the sum of not less than five percent (5%) of the total amount of the Bid as a guarantee that, if the Bid is accepted, the required Contract will be executed and the required Performance and Payment Bonds furnished. Said check or bond will be returned to the unsuccessful Bidder as soon as the Contract has been awarded and to the successful Bidder as soon as he has executed the Contract and furnished the necessary bonds, same have been approved and the Contract has been executed by the City of Knoxville, Tennessee.

All bidders must be licensed contractors as required by the Contractors Licensing Act of 1994, and all acts amendatory thereof. Bidder's name, address, license number, date of expiration of license, and that part of the license classification applying to the bid must be placed on the sealed envelope containing the bid.

If applicable, sub-contractors for electrical work, plumbing work, and HVAC must be shown on the outside of the envelope along with their respective license numbers, expiration date, and classification; where the total cost of the masonry portion of the project exceeds \$100,000 in materials and labor, the license number, expiration date, and classification must be listed on the outside of the envelope for the masonry sub-contractor. The envelope must be plainly marked, "Bid on (project) to be opened on (date) at (time)," otherwise the bid cannot be opened or considered.

All bidders must comply with Title VI of the Civil Rights Act of 1964, as codified in 42 U.S.C. 2000 d. The successful bidder must follow Title VI guidelines in all areas including hiring practices, operating facilities, insurance, and wages. The City of Knoxville reserves the right to review all compliance records by a contract compliance officer designated by the City.

Both the Drug Free Workplace Affidavit and the Non-Collusion Affidavit, fully executed, must be submitted with the bid.

Attention is called to Chapter 2, Article VIII (Procurement Code) of the Knoxville City Code, which requires that prevailing wages shall be paid workmen on all buildings and construction projects wherein any City funds are expended for such purposes. The Contractor agrees to comply with and to post the prevailing wage laws as provided in the "Prevailing Wage Act of 1975," Tennessee Code Annotated 12-4-401 et seq. For the purpose of this contract the prevailing wage rates shall be the wage rate incorporated in these documents. The City reserves the right to demand the payroll records of Contractor at any time to monitor compliance with the wage rate/discrimination clause(s). Failure by Contractor to provide City with said records within ten working days of the written notice shall constitute a breach of this agreement.

A Pre-Bid Conference will be held at the City of Knoxville's Fire Station #3, 204 E. Baxter Avenue, at 10:00 a.m. on Tuesday, January 19, 2016. Bidders must comply with the President's Executive Orders No. 11246 and 11375, which prohibit discrimination in employment regarding race, color, religion, sex, or national origin. Bidders must not maintain or provide for their employees any facilities that are segregated on the basis of race, color, religion or national origin. Bidders must also comply with Title VI of the Civil Rights Act of 1964, and the Copeland Anti-Kick Back Act and the Contract Work Hours and Standards Act, all of which are herein incorporated by reference.

No Bids will be received or accepted after the above-specified time for the opening of Bids. Bids submitted after the designated hour will be deemed invalid and returned unopened to the Bidder.

Special attention is called to Section 15-26 of the Knoxville City Code, requiring and defining a non-discriminatory clause, which shall be contained in all Contracts with the City of Knoxville wherein any City funds are expended for the purpose of construction, alteration, repair, or demolition of any building, street, alley, or sewer, or for the providing of any services, and all leases, franchises, or concessions through which property of the City of Knoxville is to be used.

No bidder may withdraw his Bid within ninety (90) days after the actual date of the opening thereof.

CITY OF KNOXVILLE, TENNESSEE
PURCHASING DIVISION

INFORMATION FOR BIDDERS

Bids will be received by the City of Knoxville, Tennessee (Herein called the "Owner") by the Purchasing Agent of the City of Knoxville, acting for the Mayor, in Room 667-674, City County Building; 400 Main Avenue; Knoxville, Tennessee 37902 until 11:00:00 a.m. on January 25, 2016, and then at said office publicly opened and read aloud.

Each Bid must be submitted in a sealed envelope, addressed to the Purchasing Agent for the City of Knoxville; Room 667-674, City County Building; 400 Main Avenue; Knoxville, Tennessee 37902. If forwarded by mail, the sealed envelope containing the Bid must be enclosed in another envelope addressed to the Owner.

No bid will be received or accepted after the above-specified time for the opening of bids. Bids that arrive late due to the fault of U. S. Postal Service, United Parcel Service, DHL, FEDEX, any delivery/courier service, or any other carrier of any sort are still considered late and shall not be accepted by the City. Such bids shall remain unopened and will be returned to the submitting entity upon request.

All Bids must be made on the required bid form supplied with the Contract documents. All blank spaces for bid prices must be filled in, in ink or typewritten, and the bid form must be fully completed and executed when submitted. Only one copy of the bid form is required.

All Bidders must be licensed contractors as required by the Contractors Licensing Act of 1994, and all Acts amendatory thereof. Bidder's name, address, license number, date of expiration of license, and that part of the license classification applying to the Bid must be placed on the sealed envelope containing the bid.

If applicable, sub-contractors for electrical work, plumbing work, and HVAC must be shown on the outside of the envelope along with their respective license numbers, expiration date, and classification; where the total cost of the masonry portion of the project exceeds \$100,000 in materials and labor, the license number, expiration date, and classification must be listed on the outside of the envelope for the masonry sub-contractor. The envelope must be plainly marked, "Bid on (project) to be opened on (date) at (time)," otherwise the bid cannot be opened or considered. Any bid envelope which contains the listing of more than one contractor in each classification shall be considered in violation and the bid shall not be opened or considered. These requirements are detailed in Tennessee Code Annotated § 62-6-119 (B), the State of Tennessee, Department of Commerce and Insurance Board for licensing contractors can provide additional information if required.

Attention is called to Chapter 2, Article VIII (Procurement Code) of the Knoxville City Code, which requires that prevailing wages shall be paid workmen on all buildings and construction projects wherein any City funds are expended for such purposes. The Contractor agrees to comply with and to post the prevailing wage laws as provided in the "Prevailing Wage Act of 1975," Tennessee Code Annotated § 12-4-401 et seq. For the purpose of this contract the prevailing wage rates shall be the wage rate incorporated in these documents. The City reserves the right to demand the payroll records of Contractor at any time to monitor compliance with the wage rate/discrimination clause(s). Failure by Contractor to provide City with said records within ten working days of the written notice shall constitute a breach of this agreement.

Any Bid may be withdrawn prior to the above scheduled time for the opening of the Bids or authorized postponement thereof. Any Bid received after the time and date specified shall not be considered. No Bidder may withdraw a Bid within ninety (90) days after the actual date of the opening thereof. Should there be reasons why the Contract cannot be awarded within the specified period, the time may be extended by mutual agreement between the Owner and the Bidder.

Bidders must satisfy themselves of the accuracy of the estimated quantities in the Bid Schedule by examination of the site and a review of the drawings and Specifications including addenda. After Bids have been submitted, the Bidder shall not assert that there was a misunderstanding concerning the quantities of work or of the nature of the work to be done. When discrepancies occur between unit prices and total prices on the Bid Schedule, the total price submitted for each pay item will be maintained and corrections will be made to the unit prices.

The Contract documents contain the provisions required for the construction of the project. Information obtained from an officer, agent, or employee of the Owner or any other person shall not affect the risks or obligations assumed by the Contractor or relieve him from fulfilling any of the conditions of the Contract.

Inquiries pertaining to this ITB shall be made in writing and be in the hands of the Purchasing Agent by the close of the business day on Wednesday, January 20, 2016. Questions may be submitted by letter, fax (865-215-2277), or email to the Assistant Purchasing Agent of the City of Knoxville (jmcclelland@knoxvilletn.gov), or City County Building, 400 Main Street, Rm 667-674, P.O. Box 1631, Knoxville, TN 37901. The City is not responsible for oral interpretations given by any City employee, representative, or others; and no interpretation of the meaning of the plans, specifications, or other pre-bid documents will be made to any bidder orally. The issuance of written addenda is the only official method whereby interpretation, clarification, or additional information can be given. To be given consideration, such requests/questions must be received at least five (5) business days prior to the date fixed for the opening of bids. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications which, if issued, will be posted to the City's website at www.knoxvilletn.gov/purchasing. Submitting organizations are strongly encouraged to view this website often to see if addenda are posted. Failure of any bidder to receive any such addendum or interpretation shall not relieve such Bidder from any obligation under his bid as submitted. All addenda so issued shall become part of the Contract Documents.

All Bids must be signed in full by the Bidder or Bidders in their business name or style and must show his or their complete address. If the Bidder be a firm or a corporation, the signature shall be a duly authorized member of the firm or officer of the corporation stating his official title or position with such firm or corporation, with the corporate seal attached, attested to by the proper officer. If the Bidder be a firm, the full names and addresses of all members of the firm must be shown. If the Bidder be a corporation, the name of the state under the laws of which it is incorporated must be shown. If the Bid is signed in the name of an agent, legal evidence of his authority to bind his principals must accompany the papers.

All Bids exceeding \$100,000 must be accompanied by a Bidder's Bond equal to 5% of the bid price and executed by the Bidder and a surety company authorized to transact business in the State of Tennessee or by a cashier's or certified check on a duly authorized bank made payable to the City of Knoxville, as a guarantee that, if the Bid is accepted, the required Contract will be executed and the required Performance and Payment Bonds furnished. As soon as the bid prices have been compared, the Owner will return the bonds of all except the three lowest responsible Bidders. When the

Agreement is executed, the bonds of the two (2) remaining unsuccessful Bidders will be returned. The Bid Bond of the successful Bidder will be retained until the Payment Bond and Performance Bond have been executed and approved, after which it will be returned.

A Performance Bond and a Payment Bond, each in the amount of one hundred percent (100%) of the Contract price, with a corporate surety approved by the Owner, will be required for the faithful performance of the Contract.

Attorneys-in-fact who sign Bid Bonds and Performance Bonds must file with each bond a certified and effective dated copy of their power of attorney.

All bidders must submit with their bid a "Statement of Intent of M/WBE Utilization" form or a "Statement of Intent to Perform Work Without Subcontracting" form as described in Section 41.0 of the General Conditions. Any bid not containing such documentation may be rejected. Contractors will use Form III to report the amount(s) they have paid to MOB and/or WOB subcontractors on June 30th and December 31st of each year during the life of the contract and with the final payment. Failure to submit this reporting data may result in a delay of payments. Final payment will not be released by the City until Form III is submitted.

The party to whom the Contract is awarded will be required to execute the Agreement and obtain the Performance Bond and Payment Bond within fifteen (15) days from the date when notice of award is delivered to the Bidder. The notice of award shall be accompanied by the necessary Agreement and bond forms. In case of failure of the Bidder to execute the Agreement, the Owner may at his option consider the Bidder in default, in which case the Bid Bond accompanying the proposal shall become the property of the Owner.

The Owner within ninety (90) calendar days of receipt of acceptable Performance Bond, Payment Bond, and Agreement signed by the party to whom the Agreement was awarded shall sign the Agreement and return to such party an executed duplicate of the Agreement. Should the Owner not execute the Agreement within such period, the Bidder may by written notice withdraw his signed Agreement. Such notice of withdrawal shall be effective upon receipt of the notice by the Owner.

Notice to proceed shall be issued within ninety (90) days of the execution of the Agreement by the Owner. Should there be reasons why the notice to proceed cannot be issued within such period, the time may be extended by mutual agreement between the Owner and Contractor. If the Notice to Proceed has not been issued within the ninety (90) day period or within the period mutually agreed upon, the Contractor may terminate the Agreement without further liability on the part of either party.

The Owner may make such investigations as he deems necessary to determine the ability of the Bidder to perform the work, and the Bidder shall furnish to the Owner all such information and data for this purpose as the owner may request. The Owner reserves the right to reject any Bid if the evidence submitted by, or investigation of, such Bidder fails to satisfy the Owner that such Bidder is properly qualified to carry out the obligations of the Agreement and to complete the work contemplated therein.

Award will be made as a whole to one Bidder.

By execution and delivery of a bid submission, the bidder agrees that any additional terms and

conditions, whether submitted to the City purposely or inadvertently, shall have no force or effect.

All applicable laws, ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the Contract throughout. Attention is called to Section 2-1016 et seq. of the Knoxville City Code, which requires that prevailing wages shall be paid workmen on all buildings and construction projects wherein any City funds are expended for such purposes. The Contractor agrees to comply with and to post the prevailing wage laws as provided in the "Prevailing Wage Act of 1975," Tennessee Code Annotated 12-4-401 et seq.

Each Bidder is responsible for inspecting the site and for reading and being thoroughly familiar with the Contract documents. The failure or omission of any Bidder to do any of the foregoing shall in no way relieve any Bidder from any obligation in respect to his Bid.

Further, the Bidder agrees to abide by the requirements under Executive Order No. 11246, as amended, including specifically the provisions of the equal opportunity clause set forth in the General Conditions. Attention is also called to Section 15-26 of the Knoxville City Code, requiring and defining a non-discrimination clause which shall be contained in all Contracts with the City of Knoxville wherein City funds are expended for the purpose of construction, alteration, repair or demolition of any building, street, alley or sewer, or for the providing of any services, and all leases, franchises or concession through which property of the City of Knoxville is to be used.

All bidders must comply with Title VI of the Civil Rights Act of 1964, as codified in 42 U.S.C. 2000 (d). The successful bidder must follow Title VI guidelines in all areas including hiring practices, operating facilities, insurance, and wages. The City of Knoxville reserves the right to review all compliance records by a contract compliance officer designated by the City.

Both the Drug Free Workplace Affidavit and the Non-Collusion Affidavit, fully executed, must be submitted with the bid.

The Contractor shall maintain such insurance as detailed in the General Conditions section of this ITB as will protect him and/or the City from all claims including Workman's Compensation and will save harmless the City from all claims and damages which may arise out of or result from the Contractor's operations under the Contract, whether such operations be by himself or by any subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. Certificates of insurance acceptable to the City shall be filed with the City prior to commencement of the work.

The Contract will be awarded with reasonable promptness by written notice to the responsive and responsible Bidder whose Bid is determined to contain the lowest bid price or lowest evaluated bid price in accordance with Section 2-862 of the Knoxville City Code.

The City may waive technicalities concerning bid documents and may follow up with individual organizations after the bid opening to obtain such documents when it is in the best interests of the City. The City of Knoxville reserves the right to waive any informalities or to reject any or all bids, to evaluate bids, and to accept any bid which, in its opinion, may be in the best interest of the City.